

Contract no. 1535

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AGREEMENT

BETWEEN

TOWNSHIP OF LAKEWOOD

A BODY CORPORATE

COUNTY OF OCEAN

STATE OF NEW JERSEY

AND

LAKEWOOD TOWNSHIP

SUPERIOR OFFICERS ASSOCIATION

AGREEMENT
BETWEEN
TOWNSHIP OF LAKewood
AND
SUPERIOR OFFICERS ASSOCIATION

This Agreement made and entered into in Lakewood Township, New Jersey, this 1st day of January, 1988 between the Township of Lakewood, a municipality in the county of Ocean and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Superior Officers Association, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Township and the Association recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1974, N.J.S.A. 34:13A-5.4. to negotiate with the Association as the representative of the Superior Officers, hereinbefore designated, with respect to the terms and conditions of employment.

This Agreement represents and incorporates the complete and final understanding and settlement between the Township and the Association on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive representative and bargaining agent for all Superior officers of the Police Department, excluding the Chief of the Department, no-rank police officers, and non-officer personnel employed in the Police Department for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

ARTICLE II

SUPERIOR OFFICER'S RIGHTS

Section I. Pursuant to Chapter 123, Public Laws of 1974, the Township hereby agrees that every officer shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations; that it shall not discriminate against any officer because of race, religion, age, sex or by reason of his/her membership in the Association or its affiliates, or participation in any legal activities of the Association, collective negotiations with the Township or the institution of any grievance, complaint or proceeding under this Agreement.

Section II. It is agreed between the parties that any writing or document that is to be placed in an officer's personnel file must be initialed by the officer in question and may be reviewed by the officer, and said officer has a right to enter a rebuttal statement which will become part of said file.

ARTICLE III

MANAGEMENT RIGHTS

It is the right of the Township to determine the standards of service to be offered by its officers; to take disciplinary action; relieve its officers from duty because of legitimate reason; determine the standard of selection; determine the standard of promotion; direct officers; maintain the efficiency of its operation; determine the methods, means, and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out its mission in emergencies; and exercise complete control over its organization and technology for performing its work.

ARTICLE IV

STANDING COMMITTEE

Section I - Grievance Committee

There shall be two officers of the Association Grievance Committee granted leave from duty with authorization from the Chief of Police, with full pay, for all meetings between the Township and the Association for the purpose of processing grievances, when such meetings take place at a time during which said officer is scheduled to be on duty and upon 24 hours notice by the Chief of Police of such a meeting.

ARTICLE V

COLLECTIVE BARGAINING PROCEDURE

Section I. Collective Bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township, Township Committee Liaison, and Municipal Manager, or their representatives and the President of the Association or his or her designees, shall be the respective negotiating agents for the parties.

Section II. Collective bargaining meetings shall be held at times and places mutually convenient at the request and consent of either party.

Section III. Officers of the Association who may be designated by the Association to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining Agreement, may be excused from their work assignments without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department.

ARTICLE VI

GRIEVANCE PROCEDURES

Section I. Definition of a Grievance

(a) A grievance is a complaint or interpretation, pertaining to violations of the contract by either party, and conditions of employment.

Section II. Grievance Committee

(a) The Association President shall appoint a Grievance Committee to study all grievances submitted by an officer of the Police Department.

Section III. Grievance Procedure

(a) An aggrieved officer shall initiate a written complaint through the Grievance Committee who shall take the matter up with the aggrieved officer's immediate supervisor, in an effort to adjust the grievance satisfactorily. Said grievance must be submitted to the Grievance Committee, with a copy to the Chief of Police, within fifteen (15) days from the date of occurrence or event giving rise to the grievance and, if not timely filed, it does not constitute a grievance.

(b) If the grievance is not adjusted to the satisfaction of either the Grievance Committee or the aggrieved employee, either party may submit the grievance in writing to the Deputy Chief of the Police Department. Said submission must be within ten (10) days after action by the Grievance Committee and, if not timely filed, it is not grievable. Within fifteen (15) days of submission, the Deputy Chief shall meet with the aggrieved officer and the Grievance Committee for the purpose of adjusting or resolving the grievance.

(c) If the grievance is not adjusted to the satisfaction of either the Grievance Committee or the aggrieved employee, after a hearing with the Deputy Chief, either party may submit the grievance in writing to the Chief of the Police Department. Said submission must be within ten (10) days after action by the Grievance Committee and, if not timely filed, it is not grievable. Within fifteen (15) days of submission, the Chief shall meet with the aggrieved officer and the Grievance Committee for the purpose of adjusting or resolving the grievance.

(d) If the grievance is not resolved to the satisfaction of either the Grievance Committee or the aggrieved officer after meeting with the Chief, either the Grievance Committee or the aggrieved officer may present the grievance to the Municipal Manager. Said submission must be within 10 days (10) after action by the Grievance Committee and, if not timely filed, it is not grievable. Within fifteen (15) days of submission, the Municipal Manager shall conduct a hearing at which all persons in interest shall be heard. If the grievance is not timely filed, it is not grievable.

(e) If the grievance is not resolved to the satisfaction of either the Grievance Committee of the aggrieved officer after hearing with the Municipal Manager within fifteen (15) days of such hearing, either the Grievance Committee or the aggrieved officer may present the grievance to the New Jersey State Public Employment Relations Commission for non-binding arbitration. Said submission must be within 10 days (10) after action by the Grievance Committee and, if not timely filed, it does not constitute a grievance.

(f) In a dispute involving disciplinary action, the Commission, or the arbitrator so selected, shall make recommendations and findings of facts, which are not binding to either party.

(g) The time limits specified in the preceding sections of this Article shall not include Saturdays, Sundays or holidays and such time limits may be extended by mutual Agreement of all parties. The steps provided for herein may be waived by mutual Agreement of the parties.

(h) If the grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions of the limit extensions, it shall be deemed settled. If the Township fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, such grievances may proceed to the next step.

(i) All grievance complaints must be in writing. Forms of such complaints shall be made available from the office of the Chief of Police.

ARTICLE VII

SICK LEAVE

Section I. Sick leave with pay shall be credited each permanent full-time officer on the basis of 1 1/4 days per month of continuous service, and shall be cumulative from year-to-year after the first year. During the first year, one day per month shall be credited.

Section II. In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-officer to the Chief of Police, Municipal Manager and Township committee.

Section III. When the absence on account of illness or disability does not exceed three (3) days normally, the officer's statement of the cause will be accepted without a supporting statement from his/her attending physician, unless there is a pattern of abuse of sick leave, provided that the Township may have an officer examined by a licensed physician at any time it elects to do so. The Township also reserves the right to waive this requirement or to require that the officer be examined by a physician designated by the Township, and to have the officer certified as fit for duty, before the officer returns to work.

Section IV. During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a physician designated by the Township. When under medical care, officers are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

Section V. The Township will maintain record cards for each officer, upon which the total sick leave will be recorded. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the officer's subsequent service.

Section VI. Where officers have left the township's employ and subsequently are re-employed, the date of re-employment is to be used as officer's service date with the Township for purposes of crediting sick leave.

Section VII. Sick leave may be allowed for ordinary dental care and for the service of an occultist for normal eye care when such professional services are not available outside of work hours.

Section VIII. Any officer on sick leave, and receiving his/her normal compensation, who in addition qualified for payments under Workmen's Compensation weekly benefits, shall during the period he/she is receiving such weekly benefits be entitled only to that portion of the regular salary which, with the Workmen's Compensation payments, equals the normal salary.

ARTICLE VIII

LEAVES OF ABSENCE

Section I. Leave of absence without pay may be requested by any officer who shall submit in writing all facts bearing on the request to the Chief of Police, who will append a recommendation and forward the request to the Committee person in charge for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

ARTICLE IX

DEATH IN THE FAMILY

Section I. Every officer shall be granted leave with pay upon the death of a member of the family. Such leave shall be from the day of death up to and including the day of burial, but not to exceed three (3) continuous days. If the funeral is outside of the State of New Jersey additional travel time, up to a maximum of five (5) continuous days, may be granted upon receiving prior approval for same by the Chief of Police. Family shall include: spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law, and spouse's parents and grandparents of employee or spouse or the death of relative who resides with the employee or with whom the employee resides.

Section II. Upon the death of an officer while still employed by the township, the township shall pay to the officer's estate all accrued vacation pay, holiday pay and one-half the value of unused sick-time.

ARTICLE X

HOURS

Section I. The parties understand and agree that the standard weekly work schedule for officers covered by this Agreement requires officer services continuously throughout the seven (7) day week, and the average work week for each officer shall be forty (40) hours. For the purpose of definition, a contract year shall constitute a minimum of 2,080 work hours.

ARTICLE XI

OVERTIME

Section I. The employer agrees that overtime, as approved by the Chief of Police, consisting of time and one-half shall be paid to all officers covered by this Agreement for hours worked in excess of the normal work day; excluding the Chief and Deputy Chief.

Section II. Officers shall not be paid overtime for hours worked in excess of the normal work day unless such overtime is authorized by the Chief of Police or designee(s). The need for overtime shall be at the discretion of the Chief of Police on an as need basis, where the successful completion of an assignment or investigation is deemed in the best interests and safety of the Township. Under

normal circumstances completion of an assignment will be transferred to an incoming officer when feasible: when it is not feasible for such reasons as work load, or when the officer is in fresh or hot pursuit in an investigation it shall be deemed that this is of emergent nature and overtime is authorized. When the Chief feels the need for extra manpower, the chief may authorize such overtime, as per the rules and regulations of the department. It is further understood that the Chief is totally responsible for the authenticity of such a need.

Section III. It is recognized that officers may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour, to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period prior to the commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an officer is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, by the Chief, the officer shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

ARTICLE XII

VACATIONS

Section I. Each officer shall be entitled to annual vacation time in accordance with the following:

1 to 5 years	12 working days
5 years & one day up to 10 years . . .	15 working days
10 years & one day up to 15 years . . .	20 working days
15 years & one day and up	25 working days

ARTICLE XIII

HOLIDAYS

Section I. The following shall be recognized as Holidays paid at the officers' daily base rate under this Agreement: New Year's Day; Martin Luther King's Birthday; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day (4th of July); Labor Day; Columbus Day; General Election Day; Veterans Day; Thanksgiving and day after Thanksgiving Day; and Christmas Day. Officers working on Easter Sunday shall be paid at the rate of time and one-half.

Section II. When any of the Holidays are in conflict with an officer's religious beliefs, such officer may substitute a religious holiday of his/her belief, provided he/she gives adequate notice and approval is given by the chief of Police.

Section III. It is the policy of the Department to do everything possible to accommodate all their Member Officers' religious beliefs. The Superior Officers Association shall make all reasonable accommodations to accommodate their Officers' religious requirements.

ARTICLE XIV

HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section I. Each officer shall be entitled to hospital, medical and dental benefits in accordance with the terms and provisions of the municipal ordinance and hospital, medical and dental plans now in force and effect which specifically provide for at least the same.

Section II. The employer shall pay the full amount for a free standing vision care plan for the benefit of each officer.

Section III. (A) Any officer who qualifies under the New Jersey Department of Police and Firemens Pension Fund to be eligible for retirement, shall receive as a benefit that commences upon the date determined as the effective retirement date, the employer's medical plan which shall provide coverage as long as he or she shall live, at least equal to or better than the present coverage enjoyed by the Superior Officers of the Lakewood Police Department. It shall be a requirement of the employer that any medical plan that the employer shall provide must have this provision, of providing coverage to a Superior Officer, upon his retirement. The employer shall pay for said coverage at their sole cost and expense with no contribution required Superior Officer.

(B) In the event a Superior Officer qualifies either by election, voluntarily, or involuntarily, to come under the category of disabled and as such retire, then all of the rights and privileges contained in Article XIV Paragraph A, Section 3, shall also apply, and he or she shall enjoy all those rights and privileges as if they had retired thereunder.

(C) Once a Superior Officer qualifies under Sub-Paragraph A and B of this sub section, and therefore shall be under the category of retired or disabled, he or she shall have the option to request from the Township that either his spouse and/or his children be placed under the Township Medical Plan provided he/she reimburses the Township for the cost of providing said medical coverage.

Section IV. It is further agreed that Employer will supply UCR coverage for non-participating, out-of-state hospitals and further will provide coverage to increase outpatient laboratory and X-ray coverage to \$250.00 and further provide coverage under dental and orthodontic coverage to \$2,000.00 per family member.

ARTICLE XV

CLOTHING ALLOWANCE

Section I. (a) For the year 1988, the Township shall pay during the month of January for this year and every other year of this Agreement, a clothing allowance in the amount of \$700.00 per year.

(b) For the year 1989, the Township shall pay during the month of January for this year and every other year of this Agreement, a clothing allowance in the amount of \$700.00 per year.

(c) For the year 1990, the Township shall pay during the month of January for this year and every other year of this Agreement, a clothing allowance in the amount of \$800.00 per year.

(d) For the year 1991, the Township shall pay during the month of January for this year and every other year of this Agreement, a clothing allowance in the amount of \$850.00 per year.

(e) For the year 1992, the Township shall pay during the month of January for this year and every other year of this Agreement, a clothing allowance in the amount of \$900.00 per year.

(f) All Police Officers will purchase regulation qualify uniforms and accessories only, and will supply the Chief of Police with receipts for each purchase made under this section, on an annual basis.

ARTICLE XVI

PERSONAL DAYS

Section I. Officers shall be entitled to three (3) personal days per year in addition to the Holidays authorized in Section I of Article XIII. One (1) personal day shall be allowed for any reason whatsoever. The other personal days shall be approved by the Chief of Police and defined as follows:

- (a) Serious illness or accident in the immediate family;
- (b) Household emergencies
- (c) Marriage;
- (d) Legal business;
- (e) Commencement exercises;
- (f) Religious observances;
- (g) Other extremely unusual commitments or emergencies.

Second & Third personal leave day request must give specific reason for the request on the leave form. Requests must be submitted five (5) days in advance except in emergency cases. Specifically, but not limited to, the following activities are not considered permissible reasons for the second personal leave day: (a) Social activities; (b) Extension of holidays or vacations; (c) Studying or preparing for exams.

ARTICLE XVII

HIGHER EDUCATION INCENTIVE PAY

Section I. In addition to his regular rate of pay, an officer who has attained a Baccalaureate or higher degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$1,000.00.

Section II. In addition to the regular rate of pay, an officer who has attained as Associate degree from an accredited college, institution or university, shall be entitled to an additional annual stipend of \$500.00.

Section III. The Township agrees to pay tuition expenses for college courses leading up to an Associate or a Bachelor's Degree, as long as a "C" grade average is maintained and the course material is related to criminal justice and the cost of the course shall be limited to the actual cost of the course. Reimbursement shall be limited to a total of 120 credit hours and shall be reimbursable upon successful completion of said course or courses.

Section IV. Credit hours earned towards a Masters or Doctorate Degree shall not be reimbursed.

ARTICLE XVIII

LONGEVITY PAY

Section I. Each officer shall be paid, in addition to the current annual wage, longevity increments which shall be figured in and computed in as the officer's base salary based upon years of continuous employment with the Lakewood Police Department in accordance with the following schedule. Longevity payments will be computed on base salary, and will not include overtime payments.

1990 - 1992

Upon entering the 1st day of the 4th year of service	2%
Upon entering the 1st day of the 8th year of service	3 1/2%
Upon entering the 1st day of the 12th year of service	5%
Upon entering the 1st day of the 16th year of service	6 1/2%
Upon entering the 1st day of the 20th year of service	8%

ARTICLE XVIII

SAVINGS CLAUSE

Section I. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supersede or invalidate any provisions of the Revised General Ordinances of the Township of Lakewood, except as specifically amended by the terms of this Agreement. Any time the revised General Ordinance of the Township of Lakewood is revised during the term of this Agreement and said revisions either contradict, modify, amend or alter this Agreement, those changes are hereby incorporated by reference hereto without the need to amend this Agreement.

ARTICLE XX

ETHICS CODE

Section I. All employees are expected to maintain a high standard of professional and personal conduct and ethics in order to assure efficient and effective service to the citizens of the Township of Lakewood.

Section II. The following shall serve as a guide for professional conduct and ethics:

- A. No officer shall engage in outside employment or other activity which interferes in any way with the full performance of their duties and responsibilities.
- B. No officer shall have a direct or indirect financial interest that conflicts substantially with their duties and responsibilities.
- C. No officer shall use or allow the use of government property or any kind other than for officially approved activities.
- D. No officer shall use or allow the use of official information gained through employment which has not been made available to the general public for furthering a personal or Association interest.
- E. No officer shall participate in any gambling activities while on duty or while on Police Department premises.
- F. No officer shall engage in criminal, dishonest, or notoriously disgraceful conduct prejudicial to the Department.

Section III. Conduct in violation of the above standards may subject an officer to disciplinary action through the process of department hearing.

ARTICLE XXI

SALARY DIFFERENTIAL

The parties agree that effective January 1, 1988, the Superior Officers base salary shall increase commensurate with any increase enjoyed by a Patrolman, who has worked 3 years and 1 day in the Township of Lakewood.

That is, if for example, a patrolman who has worked for the Township 3 years and 1 day and is paid \$10,000. per year, then a Sergeant who is the next level above him shall have his base pay increased by \$1,500. Commensurate with the increase, each level higher in the rank of the Superior Officer's Association shall have a 15% differential between his salary and the salary of the Superior Officer who rank is below him.

For Clarification purposes, the ranks that make up the Superior Officers Association are as follows:

Sergeant

Lieutenant

Captain

Deputy Chief

It is the intent of the parties that there shall be a 15% pay difference between each of the above mentioned ranks.

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1992.

This Agreement shall continue and remain in full force and effect from year-to-year thereafter until such time as its terms are modified, amended or rescinded by a newly-executed Contract. The parties hereto agree to begin negotiations not more than 180 days and not less than 90 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1992.

TOWNSHIP OF LAKEWOOD

BY:

George H. Buckwald
GEORGE H. BUCKWALD MAYOR

SUPERIOR OFFICERS ASSOCIATION

BY:

Louis A. Pintaro
LOUIS A. PINTARO, DEPUTY CHIEF

ATTEST:

Bernadette Standowski
BERNADETTE STANDOWSKI, TOWNSHIP CLERK

ATTEST:

M. J. Lynch
MICHAEL J. LYNCH, DEPUTY CHIEF